

LAND STEWARDSHIP MEMORANDUM OF UNDERSTANDING

Among
ST. JOE TIMBERLAND COMPANY OF DELAWARE, LLC.
BUREAU OF LAND MANAGEMENT (Eastern States Office)
GENECOV GROUP
U.S. FISH AND WILDLIFE SERVICE (Panama City Field Office)
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (Bureau of Wildlife
Diversity and Conservation)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU” or “Understanding”) is made among St. Joe Timberland Company of Delaware, LLC (SJTC), Bureau of Land Management (BLM Eastern States Office), Genecov Group, U. S. Fish and Wildlife Service (USFWS Panama City Field Office) and Florida Fish and Wildlife Conservation Commission (FWC Bureau of Wildlife Diversity and Conservation), hereinafter referred to as “the Parties.”

The parties agree to collectively participate in the management of the Wetappo Creek site (926 acres) owned by SJTC in Gulf County, the Lathrop Bayou site, owned by SJTC (206 acres), BLM (189 acres) and Genecov (144 acres) in Bay County. The Wetappo and Laythrop Bayou tracts comprise some of the largest remaining stands of natural long leaf pine in Bay and Gulf Counties. They also provide essential habitat for several protected species known to occur there, including the red-cockaded woodpecker (RCW) (*Picoides borealis*), bald eagle (*Haliaeetus leucocephalus*), Florida skullcap (*Scutellaria floridana*), White birds-in-a-nest (*Macbridea alba*), and Godfrey’s butterwort (*Pinguicula ionatha*), all federally listed by the U.S. Fish and Wildlife Service as endangered or threatened, as well as nine other plant and wildlife species listed by the State of Florida.

The Parties agree to develop and implement voluntary and cooperative stewardship strategies for the conservation and management of these sites and protected species, particularly those that promote and enhance the recovery of the RCW. The purpose of this MOU is to describe the parties’ commitment and responsibilities to the enhancement of habitat, management and

Wetappo Creek/Laythrop Bayou Land Stewardship MOU

recovery of protected species on these sites. In accordance with this purpose, this MOU also describes the parties' commitment and responsibilities in the stabilization, growth and recovery of RCW populations on these areas.

The general goals of this MOU include the following:

- To assist, share information and coordinate efforts among the Parties in fulfilling the purpose of the MOU.
- To provide a model for local, state, federal, and private entities working together to fulfill the purpose of the MOU.
- To communicate to the public success in meeting both individual and common goals related to the MOU.

This MOU recognizes that the Parties (public and private) have legitimate and varied management goals ranging from military training, developing residential and commercial enterprises, conducting scientific research, providing recreational and tourism opportunities, and conserving native species and ecosystem integrity. This MOU is in no way intended to limit or constrain the Parties' individual goals.

The MOU is entered into pursuant and subject to all applicable federal, state, and local laws. This MOU is not entered in the interest of obtaining advice or recommendations from any office or agency of the federal government and nothing herein shall be construed, nor is intended to state or imply, that this MOU establishes a federal advisory committee or that the Federal Advisory Committee Act (5 U.S.C. Appendix 2) shall apply.

IN ORDER TO FULFILL the stated purpose and intent of this MOU, the Parties agree in principle to the following:

1. To enhance habitat quality on these sites by implementation of prescribed fire as described in Burn Plans Sections of each site's management plan.
2. To implement habitat and population management prescriptions that promotes the growth of RCW populations on these sites. Management activities may, but are not limited to, include surveying, banding, artificial cavities, population monitoring, cavity enhancement, reintroduction and scientific research.
3. To implement management prescriptions that provides protection for and promotes the growth of imperiled plant species on these sites. Management activities may, but are not limited to include surveying, population monitoring, reintroduction, scientific research and management of roads and fire break placement.
4. To share and exchange relevant information and technology as appropriate and needed to compile and implement the above strategies or plans.
5. To develop specific agreements and working plans for individual projects considered by all or some of the Parties hereto to have mutual interest. Such agreements and working plans will be developed whenever deemed appropriate by the relevant Parties.
6. To consider entering into specific agreements among all or some of the Parties and/or third parties, as occasion demands, for the use of specialized equipment, transfer of funds, purchasing of supplies, and other matters pertaining to the general purposes of management agreed upon by all or some of the Parties hereto. Any allocation of responsibilities and liabilities, including limitation of expenditures under this MOU, will be set forth in specific working agreements entered into by the relevant Parties.

7. To hold meetings as needed to discuss or coordinate the preparation or implementation of plans and other management opportunities and to keep written records made under this MOU.
8. To make this MOU effective as of the date it is executed by the last party and continuing for a term of one year and renewing automatically on an annual basis up to five years unless terminated in writing by one or more of the Parties hereto pursuant to paragraph 9 below.
9. To terminate this MOU at any time by mutual agreement by all Parties with any party having the right to withdraw from this MOU by giving the other Parties 30 days notice.
10. To amend this MOU as necessary at any time to incorporate new Parties, new information or changes in any Parties' authorities, policies, directives, or goals, subject to concurrence by all Parties.

Nothing in this MOU shall be construed to place financial commitment upon any of the Parties. Actions taken and funds expended to implement this MOU are contingent upon appropriations, priorities, and other constraints.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the first date below written.

ST. JOE TIMBERLAND COMPANY
OF DELAWARE, LLC.

By:_____

Title:_____

Office:_____

Date:_____

FLORIDA FISH AND WILDLIFE
CONSERVATOIN COMMISSION

By:_____

Title:_____

Office:_____

Date:_____

BUREAU OF LAND MANAGEMENT

By:_____

Title:_____

Office:_____

Date:_____

U. S. FISH AND WILDLIFE SERVICE

By:_____

Title:_____

Office:_____

Date:_____

GENECOV GROUP

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____